

PREPARED BY:

CHRISTY BRADY JANSSEN, ESQ.
BRADY & RISO, P.A.
2406 N. LAKESIDE DRIVE
LAKE WORTH, FL 33460

AND AFTER
RECORDING RETURN TO:

CROWN CASTLE INTERNATIONAL
MARY GUY
6306 BENJAMIN ROAD, STE 604
TAMPA, FL 33634

FOLIO # 35-27-17-ZZZ-000000-22800.0

INSTR # 2006131057

O BK 16232 PG 0883

Pgs 0883 - 889: (7pgs)

RECORDED 03/17/2006 08:08:28 AM
PAT FRANK CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK B Loggans

**THIRD AMENDMENT TO
GRANT OF EASEMENT AND RIGHTS OF WAY**

THIS THIRD AMENDMENT TO GRANT OF EASEMENT AND RIGHTS OF WAY ("Amendment") is made as of the 15 day of December, 2005 by and among, **ANTHONY J. SUAREZ IV**, a single man ("Fee Owner") and **CROWN COMMUNICATION INC.**, a Delaware corporation ("Crown").

WITNESSETH:

WHEREAS, Fee Owner is the current owner of certain real property located in Hillsborough County, Florida, as such real property is legally described on Exhibit "A" attached hereto (the "Fee Property"); and

WHEREAS, the Fee Property is subject to the terms and conditions set forth in that certain Grant of Easement and Rights-of-Way dated April 15, 2005 ("Grant of Easement") and recorded on May 23, 2005 in Official Records Book 15032, Page 1454, Public Records of Hillsborough County, Florida (as amended and assigned to Fee Owner by that certain Assignment and Amendment to Grant of Easement and Rights of Way dated June 29, 2005 and recorded in Official Records Book 15220, Page 1165, Public Records of Hillsborough County, Florida, and that certain Second Amendment to Grant of Easement and Rights of Way dated November 23, 2005 and recorded on January 3, 2006 in Official Records Book 15939, Page 458, official public records of Hillsborough County, Florida, collectively hereinafter referred to as, the "Perpetual Easement"), wherein Crown was granted a perpetual easement in and to an approximately 120 x 120 foot parcel of land located within the Fee Property as more particularly set forth therein (the "Easement Property"); and

WHEREAS, the parties desire to enter into this Amendment in order to, among other things, (i) release the existing Access and Utility Easements granted to Crown under the terms and conditions set forth in the Perpetual Easement, and (ii) grant to

Site NO.: 814354/Citrus Park

By (initials) CMF Date 4-10-06 BUN 814354
COD update _____ Lease/License # 97168 Site ID _____ Doc Type E

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WITNESSETH:

WHEREAS, Fee Owner is the current owner of certain real property located in Hillsborough County, Florida, as such real property is legally described on Exhibit "A" attached hereto (the "Fee Property"); and

WHEREAS, the Fee Property is subject to the terms and conditions set forth in that certain Grant of Easement and Rights-of-Way dated April 15, 2005 ("Grant of Easement") and recorded on May 23, 2005 in Official Records Book 15032, Page 1454, Public Records of Hillsborough County, Florida (as amended and assigned to Fee Owner by that certain Assignment and Amendment to Grant of Easement and Rights of Way dated June 29, 2005 and recorded in Official Records Book 15220, Page 1165, Public Records of Hillsborough County, Florida, and that certain Second Amendment to Grant of Easement and Rights of Way dated November 23, 2005 and recorded on January 3, 2006 in Official Records Book 15939, Page 458, official public records of Hillsborough County, Florida, collectively hereinafter referred to as, the "Perpetual Easement"), wherein Crown was granted a perpetual easement in and to an approximately 120 x 120 foot parcel of land located within the Fee Property as more particularly set forth therein (the "Easement Property"); and

WHEREAS, the parties desire to enter into this Amendment in order to, among other things, (i) release the existing Access and Utility Easements granted to Crown under the terms and conditions set forth in the Perpetual Easement, and (ii) grant to

Crown the Revised Access Easement, all upon the terms and conditions as more particularly set forth herein.

NOW THEREFORE, for the mutual covenants and premises herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the undersigned parties, intending to be bound, hereby agree as follows:

1. **Status of Parties.** Each of Fee Owner and Crown acknowledge that, to the best of its knowledge, the other party has complied in all material respects with the obligations under the Perpetual Easement accruing on or prior to the date hereof and that, to the best of its knowledge, the other party is not in default under the terms of the Perpetual Easement.
2. **Revised Access Easement.** Pursuant to Paragraph 2 of the Grant of Easement, Fee Owner relocated the Access Easement to approximately such a location as set forth on the rough sketch attached hereto as Exhibit "B" herein ("Revised Access Easement"). In connection with such relocation, Fee Owner relocated the existing rock parking area, fenced in the Easement Area all in accordance with applicable governmental regulations. The legal description of the Revised Access Easement is attached hereto as Exhibit "C". Accordingly, Fee Owner hereby grants to Crown the Revised Access Easement, and such Revised Access Easement shall be included in the definition of Easement Property under the Perpetual Easement. Crown hereby releases Fee Owner from all right, claim, title and interest in and to the original Access Easement.
3. **Capitalized Terms.** Capitalized terms not otherwise defined herein shall have the meanings set forth in the Perpetual Easement.
4. **No Other Amendments.** Except as expressly modified by this Amendment, the Perpetual Easement remains unchanged and in full force and effect.
5. **Recordation.** This Amendment shall be recorded upon the execution of all parties.
6. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Amendment the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
Print Name: Jon Artal
[Signature]
Print Name: Dianna Bock

FEE OWNER:

[Signature]
ANTHONY J. SUAREZ IV

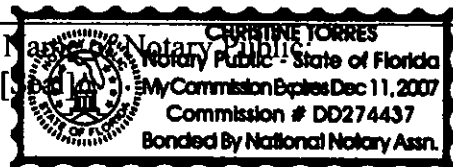
STATE OF FLORIDA :
: SS
COUNTY OF HILLSBOROUGH :

The foregoing instrument was acknowledged before me this 15th day of December, 2005, by ANTHONY J. SUAREZ IV. He is personally known to me or has produced _____ as identification.

[Signature]
Signature of Notary Public

My Commission Expires:

Printed Name



Signed, sealed and delivered in the presence of:

Cindy L. Gilbert
Print Name: Cindy L. Gilbert

Eric Schrieff
Print Name: ERIC SCHRIEFF

CROWN:

CROWN COMMUNICATION INC., a Delaware Corporation

By: Kenna B. Newman
Name: Kenna B. Newman
Title: Area President South

STATE OF Georgia :

COUNTY OF Fulton : ss

The foregoing instrument was acknowledged before me this 27 day of February, 2008, by Kenna B. Newman, as the Area Pres. South of CROWN COMMUNICATION INC., a Delaware corporation, on behalf of said corporation. She/He is personally known to me or has produced _____ as identification.

M.D. Peterson
Signature of Notary Public

M.D. Peterson
Printed Name of Notary Public:
[Seal]

My Commission Expires:
10/27/08



EXHIBIT "A"

[ATTACH LEGAL DESCRIPTION OF FEE]

Parcel 1:

The South 235.36 feet of the East 170.02 feet of Tract 9, LESS the West 15 feet together with the West one-half of adjoining 30 feet Right of Way on the East side of Tract 9 now vacated, all lying in the NE 1/4 of Section 35, Township 27 South, Range 17 East, KEYSTONE PARK COLONY SUBDIVISION, according to map or plat thereof as recorded in Plat Book 5, Page 55, of the Public Records of Hillsborough County, Florida, TOGETHER WITH an easement for Ingress and Egress over the Westerly 15 feet of the following described parcel:

The East 170.02 feet of Tract 9, Together with the West one-half of adjoining 30 feet of right-of-way on the East side of said Tract 9 as now vacated and LESS the West 15 feet thereof and Less the South 235.36 feet thereof, all lying in the NE 1/4 of Section 35, Township 27 South, Range 17 East of KEYSTONE PARK COLONY SUBDIVISION, according to map or plat thereof as recorded in Plat Book 5, Page 55, of the Public Records of Hillsborough County, Florida.

Parcel 2:

The East 170.02 feet of Tract 9, together with the West one-half of adjoining 30 feet of right-of-way on the East side of said Tract 9 as now vacated, less the West 15 feet thereof and Less the South 235.36 feet thereof, all lying in the NE 1/4 of Section 35, Township 27 South, Range 17 East of KEYSTONE PARK COLONY SUBDIVISION, according to map or plat thereof as recorded in Plat Book 5, Page 55 of the Public Records of Hillsborough County, Florida.

Also known as Parcel Nos. 2770.04 and 2770.0450.

[ATTACH SKETCH OF REVISED ACCESS EASEMENT]

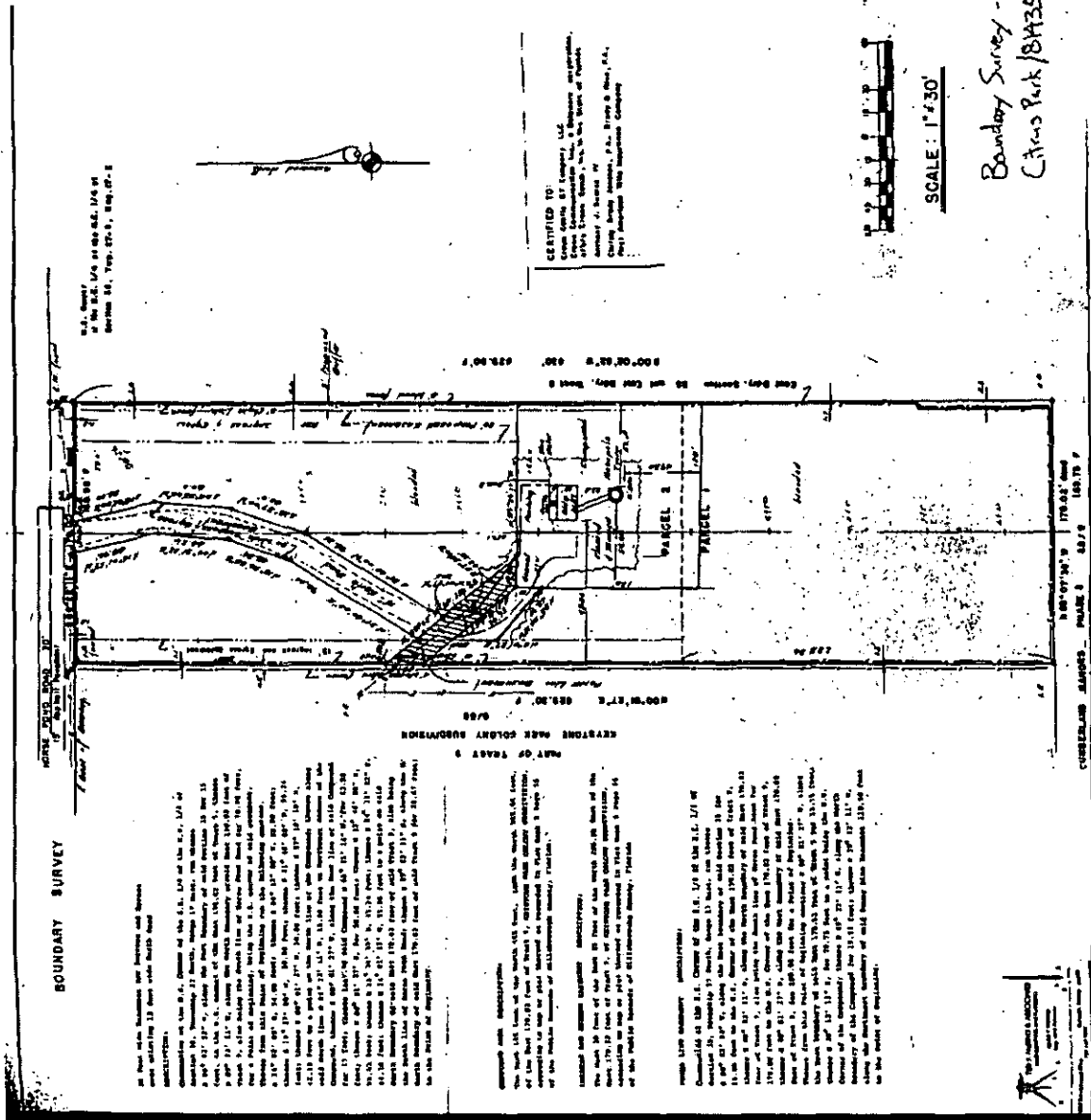


EXHIBIT "C"

[ATTACH LEGAL DESCRIPTION OF THE REVISED ACCESS EASEMENT

INGRESS AND EGRESS EASEMENT DESCRIPTION.

The West 20 feet of the East 25 feet of the North 285.00 feet of the East 170.02 feet of Tract 9, of KEYSTONE PARK COLONY SUBDIVISION, according to map or plat thereof as recorded in Plat Book 5 Page 55 of the Public Records of Hillsborough County, Florida

- Being further described as follows :

Commencing at the N.E. Corner of the S.E. 1/4 of the W.E. 1/4 of Section 35, Township 27 South, Range 17 East, run thence S 00° 02' 52" W, along the East boundary of said Section 35 for 15.00 feet to the N.E. Corner of the East 170.02 feet of Tract 9, thence N 89° 22' 11" W, along the North Boundary of said East 170.02 feet of Tract 9, also being the South line of Horse Pond Road for 5.00 feet for a Point of Beginning. Thence from this Point of Beginning run S 0° 02' 52" W, along and parallel with and 5 feet West thereof, of the East Boundary of said Section 35 for 285.00 feet; thence run N 89° 22' 11" W along the North boundary of the Compound Area, for 20.00 feet; thence run N 0° 02' 52" E, and parallel with and 25 feet West thereof, of the East Boundary of said Section 35 for 285.00 feet to the North Boundary of said East 170.02 feet of Tract 9, also being the South line of said Horse Pond Road; Thence S 89° 22' 11" E, along said South line of said Horse Pond Road for 20.00 feet to the Point of Beginning.

1. **Status of Parties.** Each of Fee Owner and Crown acknowledge that, to the best of its knowledge, the other party has complied in all material respects with the obligations under the Perpetual Easement accruing on or prior to the date hereof and that, to the best of its knowledge, the other party is not in default under the terms of the Perpetual Easement.
2. **Telecommunications Facility Compound Fencing.** Fee Owner shall install a 6 foot wooden fence (such installation and materials to be in compliance with Hillsborough County code of ordinances), in order to protect the telecommunications facility compound located on the Easement Property (the "Fence"). The Fence shall be located as delineated on the ground by Crown over the Easement Property and as such location is set forth on the drawing attached hereto as Exhibit "B" and made a part hereof by this reference. Fee Owner agrees that such Fence shall be installed by Fee Owner at Fee Owner's sole cost and expense and that such Fence shall be installed no later than December 2, 2005 (the "Completion Date").
3. **Perimeter Gates.** Fee Owner has agreed to relocate the double gates that are located at the perimeter of the Fee Property (and which gates were previously utilized by Crown until the recent relocation of the access easement), to the location of the new entrance to Crown's Revised Access Easement at the perimeter of the Fee Property. Fee Owner agrees that such relocation of the perimeter gates shall be at Fee Owner's sole cost and expense and that such relocation shall be complete no later than the Completion Date.
4. **Telecommunications Facility Compound Gates.** Fee Owner additionally agrees to install a double gate (such installation and materials to be in compliance with Hillsborough County code of ordinances), at the entrance to the telecommunications facility compound located on the Easement Property in connection with the installation of the Fence referenced above. Fee Owner agrees that such installation of double gates to the telecommunications facility compound shall be at Fee Owner's sole cost and expense and that such installation shall be complete no later than the Completion Date.
5. **Bind and Benefit.** The terms and conditions contained in this Amendment will run with and bind the Fee Property and inure to the benefit of Crown, its licensees, invitees, sub-leasees, sub-licensees, assignees their respective heirs, executors, administrators, successors and assigns and any subsequent grantee of the Perpetual Easement.
6. **Notice.** Fee Owner shall advise any third party purchaser of Fee Owner's obligations set forth hereunder.
7. **Capitalized Terms.** Capitalized terms not otherwise defined herein shall have the meanings set forth in the Perpetual Easement.

8. **No Other Amendments.** Except as expressly modified by this Amendment, the Perpetual Easement remains unchanged and in full force and effect.
9. **Recordation.** This Amendment shall be recorded upon the execution of all parties.
10. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Amendment the day and year first above written.

Signed, sealed and delivered in the presence of:

FEE OWNER:

Rianna Bock
Print Name: *Rianna Bock*
J. B. Bock
Print Name: *J. B. Bock*

Anthony J. Suarez IV
ANTHONY J. SUAREZ IV

STATE OF FLORIDA :
: ss
COUNTY OF HILLSBOROUGH :

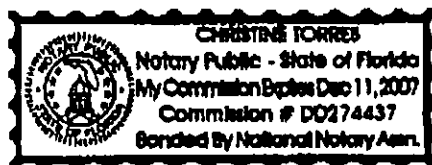
The foregoing instrument was acknowledged before me this 16th day of December, 2005, by ANTHONY J. SUAREZ IV. He is personally known to me or has produced _____ as identification.

Christine Torres
Signature of Notary Public

Christine Torres
Printed Name of Notary Public:

My Commission Expires:

[Seal]



Signed, sealed and delivered in the presence of:

CROWN:

CROWN COMMUNICATION INC., a Delaware Corporation

Cheri Townsend
Print Name: Cheri Townsend

By: Chris B. Moffett
Name: Kenna B. Newman
Title: Area President - South

Alicia Hansbrough
Print Name: Alicia Hansbrough

Chris B. Moffett
Dir., Finance - South Area

STATE OF GEORGIA :

: 38

COUNTY OF FULTON :

The foregoing instrument was acknowledged before me this 23 day of November, 2005, by Kenna B. Newman, as the Area President - South of CROWN COMMUNICATION INC., a Delaware corporation, on behalf of said corporation. She/He is personally known to me or has produced Chris B. Moffett Dir., Finance - South Area as identification.

M.D. Peterson
Signature of Notary Public

M.D. Peterson
Printed Name of Notary Public:
[Seal]

My Commission Expires:



EXHIBIT "A"

[ATTACH LEGAL DESCRIPTION OF FEE]

Parcel 1:

The South 235.36 feet of the East 170.02 feet of Tract 9, LESS the West 15 feet together with the West one-half of adjoining 30 feet Right of Way on the East side of Tract 9 now vacated, all lying in the NE 1/4 of Section 33, Township 27 South, Range 17 East, KEYSTONE PARK COLONY SUBDIVISION, according to map or plat thereof as recorded in Plat Book 3, Page 53, of the Public Records of Hillsborough County, Florida, TOGETHER WITH an easement for ingress and egress over the Westerly 15 feet of the following described parcel:

The East 170.02 feet of Tract 9, Together with the West one-half of adjoining 30 feet of right-of-way on the East side of said Tract 9 as now vacated and LESS the West 15 feet thereof and Less the South 235.36 feet thereof, all lying in the NE 1/4 of Section 33, Township 27 South, Range 17 East of KEYSTONE PARK COLONY SUBDIVISION, according to map or plat thereof as recorded in Plat Book 3, Page 53, of the Public Records of Hillsborough County, Florida.

Parcel 2:

The East 170.02 feet of Tract 9, together with the West one-half of adjoining 30 feet of right-of-way on the East side of said Tract 9 as now vacated, less the West 15 feet thereof and Less the South 235.36 feet thereof, all lying in the NE 1/4 of Section 33, Township 27 South, Range 17 East of KEYSTONE PARK COLONY SUBDIVISION, according to map or plat thereof as recorded in Plat Book 3, Page 53 of the Public Records of Hillsborough County, Florida.

Also known as Parcel Nos. 2770.04 and 2770.0450.

[illegible]

GRANT OF EASEMENT AND RIGHTS-OF-WAY
STATE OF FLORIDA

THIS GRANT OF EASEMENT AND RIGHTS-OF-WAY (the "Easement") is made this 15th day of April, 2005, by and between CROWN COMMUNICATION INC., a Delaware corporation d/b/a Crown Comm., Inc. in the State of Florida (FEI Number 232917649) having an address at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 ("Grantee") and CROWN CASTLE GT COMPANY LLC, a Delaware limited liability company (FEI Number 760627250), having an address at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 ("Grantor").

1. **Description of Grantor's Property.** Grantor is the owner of that certain land and premises located in Hillsborough County, State of Florida, as such property is legally described in the conveyance deed into Grantor that was filed in the Public Records of Hillsborough County, Florida at Official Records Book 10978, Page 1444, the description of said property is attached hereto as Exhibit "A" (hereinafter "Grantor's Property").

2. **Description of Easement.** For good and valuable consideration, the actual consideration paid or to be paid in connection with this Easement being Ten Dollars (\$10.00), the receipt and sufficiency of which the parties hereby acknowledge, Grantor grants and conveys unto Grantee, its successors and assigns, forever, an exclusive, perpetual easement and right-of-way for the use of a portion of Grantor's Property, that portion being described as an approximately one hundred twenty feet (120") by one hundred twenty feet (120") parcel within Grantor's Property (the "Easement Area"), as such Easement Area is more particularly shown in the survey attached hereto as Exhibit "B" and described by metes and bounds in Exhibit "C" attached hereto. The Grantor also grants to Grantee, its successors and assigns, as part of this Easement, an exclusive, perpetual right-of-way for ingress and egress, seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, along a twenty foot wide right-of-way extending from the nearest public right-of-way (the "Access Easement"), together with the right to install, replace and maintain utility wires, poles, cables, conduits and pipes along a twenty foot wide right of way (the "Utility Easement"), as is more particularly shown in the survey attached hereto as Exhibit "B" and described by metes and bounds in Exhibit "C" (hereinafter the term "Easement Area" shall be deemed to also include the Access Easement and Utility Easement unless stated to the contrary). Grantor shall, at Grantor's sole cost and expense, remove obstructions, including but not limited to vegetation in the Easement Area, the Access Easement and the Utility Easement. In the event that either (i) any public utility is unable or unwilling to use the above-described Access Easement, Grantor hereby agrees to grant an additional right-of-way, in form satisfactory to Grantee, either to Grantee or directly to the public utility at no cost and in a location acceptable to either Grantee or the public utility, and/or (ii) Grantor desires (at Grantor's sole cost and expense) to relocate the Access Easement to approximately such a location as set forth on the rough sketch attached hereto as Exhibit "D" herein, Grantor shall, at Grantor's sole cost and expense relocate the existing rock parking area as set forth on such exhibit and shall construct such revised access easement in accordance with all applicable governmental regulations (the occurrence of either (i) or (ii) herein shall be referred to as a "Revised Access Easement"). For any such Revised Access Easement to be effective, such easement shall be recorded among the Public Records of Hillsborough County,

Florida. Upon the recordation of the Revised Access Easement document, Grantee shall release to Grantor all right, claim, title and interest in and to that certain existing Access Easement.

3. **Use of Easement Area.** The Easement Area, excluding the Access Easement and Utility Easement, shall be used only for the purpose of constructing, maintaining and operating a wireless communications facility and uses incidental thereto for Grantee's use and the use and the use of its lessees and/or licensees (the "Permitted Use"). It is the intent of the parties that Grantee's communications facility shall not constitute a fixture. Grantor acknowledges that Grantor has no right to object to or approve any improvements to be constructed by Grantee on the Easement Area. If requested by Grantee, Grantor will execute, at Grantee's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Easement Area, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Grantee in Grantee's absolute discretion to utilize the Easement Area for the Permitted Use. Grantor agrees to be named applicant if requested by Grantee. Grantor shall be entitled to no further consideration with respect to any of the foregoing matters. Grantor shall take no action that would adversely affect the status of the Easement Area with respect to the Permitted Use.

4. **Perpetual Easement.** This Easement and Grantee's rights and privileges hereunder shall be perpetual and may be terminated only as provided for herein.

5. **Grantee's Right to Terminate.** Grantee shall have the unilateral right to terminate this Easement for any reason. Said termination shall be effective upon Grantee providing written notice of termination to Grantor. Upon termination of this Easement, this Easement shall become null and void and all of the parties shall have no further obligations to each other. Upon termination of this Easement, Grantee shall, at Grantee's sole cost and expense, within a reasonable time, remove its building(s), tower and all above ground property and restore the surface of the Easement Area to its original condition, reasonable wear and tear excepted.

6. **Hazardous Substances and Hazardous Wastes.**

(a) Grantee shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Grantee shall indemnify and hold Grantor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Substances or Hazardous Wastes on the Easement Area if caused by Grantee or persons acting under Grantee. Grantee shall execute such affidavits, representations and the like from time to time as Grantor may reasonably request concerning Grantee's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes within the Easement Area.

(b) Grantor shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Grantor shall indemnify and hold

Grantee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Substances or Hazardous Wastes on Grantor's Property unless caused by Grantee or persons acting under Grantee. Grantor shall execute such affidavits, representations and the like from time to time as Grantee may reasonably request concerning Grantor's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on Grantor's Property.

(c) For purposes of this Easement, the term "Hazardous Substances" shall be as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, and any regulations promulgated pursuant thereto, and as used to define "Hazardous Wastes" in the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq.*, and any regulations promulgated thereto.

7. **Insurance.** At all times, Grantee, at its sole expense, shall obtain and keep in force insurance which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction in connection with the operation of Grantee's business upon the Easement Area. Grantee shall name Grantor as an additional insured in regards to any commercial general liability insurance policy and shall, upon request, furnish Grantor with a certificate of insurance evidencing same.

8. **Security of Communications Facility.** Grantor will, at Grantor's sole cost and expense, construct a chain link or comparable fence around the perimeter of the wireless communications facility upon the earlier to occur of (i) receipt by Grantor of a certificate of occupancy for the construction of a residential home that may be located on Grantor's Property, or (ii) the removal of the existing fence surrounding Grantor's Property. Such fence shall be no greater than sixty (60) feet wide by eighty feet (80) deep.

9. **Removal of Obstructions.** Grantor shall, at Grantor's sole cost and expense, remove obstructions, including but not limited to vegetation in the Easement Area, the Access Easement and the Utility Easement. Grantee has the right to remove obstructions, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Grantee's use of the Easement Area. Grantee shall be responsible for disposing of any materials related to the removal of obstructions.

10. **Right of First Refusal.** If Grantor elects to sell all or any portion of the Easement Area, whether separate or as part of a larger parcel of property, Grantee shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. If Grantee fails to meet such bona fide offer within thirty days after written notice thereof from Grantor, Grantor may sell that property or portion thereof to such third person in accordance with the terms and conditions of the offer, which sale shall be under and subject to this Easement and Grantee's rights hereunder. If Grantee fails or declines to exercise its right of first refusal as hereinabove provided, then this Easement shall continue in full force and effect, and Grantee's right of first refusal shall survive any such sale and conveyance and shall remain effective with respect to any subsequent offer to purchase the Easement Area, whether separate or as part of a larger parcel of property.

11. **Real Estate Taxes.** Grantor shall pay all real estate taxes on Grantor's Property, including, but not limited to, the Easement Area. In the event that Grantor fails to pay all real estate taxes on Grantor's Property prior to such taxes becoming delinquent, Grantee may, at its option, pay such real estate taxes (the "Delinquent Taxes") and Grantee shall have the right to collect the Delinquent Taxes from Grantor together with interest on the Delinquent Taxes at the rate of 12% per annum (calculated from the date Grantee pays the Delinquent Taxes until Grantor repays such sums due to Grantee) and shall have a lien against Grantor's Property with respect thereto.

12. **Waiver of Subrogation.** The parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Easement Area or any other portion of Grantor's Property resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage regardless of whether or not, or in what amount, such insurance is now or hereafter carried by the parties.

13. **Enforcement.** In the event Grantor fails to cure any violation of the terms of this Easement within 10 days after written notice from Grantee, Grantee shall have the right to injunctive relief, to require specific performance of this Easement, to collect damages from Grantor, and to take such actions as may be necessary in Grantee's discretion to cure such violation and charge Grantor with all reasonable costs and expenses incurred by Grantee as a result of such violation (including, without limitation, Grantee's reasonable attorneys' fees ("Reimbursable Costs"). Upon filing of a notice thereof in the Public Records of the county where the Grantor's Property is located, all Reimbursable Costs incurred in connection with the violation by Grantor of any of the terms of this Easement shall constitute a lien against the entire Grantor's Property. All liens provided hereunder may be foreclosed in the same manner as mortgages under Florida law. All rights and remedies provided under this Easement are cumulative and may be pursued singly, in any combination, and in any order. The failure to enforce any of the terms and provisions contained herein shall in no event be deemed to be a waiver of the right to thereafter strictly enforce the terms and provisions hereof.

14. **Limitation on Damages.** In no event shall Grantee be liable to Grantor for consequential, indirect, speculative or punitive damages in connection with or arising from this Easement, the Permitted Use or the Easement Area.

15. **Recording.** This Easement shall be recorded with the appropriate recording officer of Hillsborough County, Florida upon execution of the Easement.

16. **Hold Harmless.** Each party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage arising from the use and occupancy of the Easement Area (or the Grantor's Property of which the Easement Area is a part) by the party, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts of the other party, its servants or agents.

17. **Grantor's Covenant of Title.** Grantor covenants: (a) Grantor is seized of fee simple title to the Grantor's Property of which the Easement Area is a part and has the right and authority to grant this Easement; (b) that this Easement is and shall be free and clear of all liens, claims, encumbrances and rights of third parties of any kind whatsoever; (c) subject to the terms and conditions of this Agreement, Grantee shall have quiet possession, use and enjoyment of the

Easement Area; (d) there are no aspects of title that might interfere with or be adverse to Grantee's interests in and intended use of the Easement Area; and (e) that Grantor shall execute such further assurances thereof as may be required.

18. **Non-Interference.** From and after the date hereof and continuing until this Easement is terminated (if ever), Grantee shall have the exclusive right to construct, install and operate communications facilities that emit radio frequencies on Grantor's Property. Grantor shall not permit (i) the construction, installation or operation of any communications facilities that emit radio frequencies on Grantor's Property other than the communications facility to be constructed, installed and operated on the Easement Area by Grantee or (ii) any condition on Grantor's Property which interferes with Grantee's Permitted Use. Each of the covenants made by Grantor in this Section 14 is a covenant running with the land for the benefit of the Easement Area and shall be binding upon Grantor and each successive owner of any portion of Grantor's Property and upon each person having any interest therein derived through any owner thereof.

19. **Eminent Domain.** If the whole or any part of the Easement Area shall be taken by right of eminent domain or any similar authority of law, the entire award for the value of the land and improvements so taken shall belong to the Grantee.

20. **Entire Agreement.** Grantor and Grantee agree that this Easement contains all of the agreements, promises and understandings between Grantor and Grantee. No verbal or oral agreements, promises or understandings shall be binding upon either Grantor or Grantee in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Easement shall be void and ineffective unless made in writing and signed by the parties hereto.

21. **Construction of Document.** Grantor and Grantee acknowledge that this document shall not be construed in favor of or against the drafter and that this document shall not be construed as an offer until such time as it is executed by one of the parties and then tendered to the other party.¹

22. **Applicable Law.** This Grant of Easement and Rights-of-Way and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Florida.

23. **Notices.** All notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices may also be given by facsimile transmission, provided that the notice is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses:

CROWN COMMUNICATION INC.

2000 Corporate Drive,
Cannonsburg, PA 15317
Attention: Legal Department

CROWN CASTLE GT
COMPANY LLC

2000 Corporate Drive,
Cannonsburg, PA 15317
Attention: Legal Department

24. **Assignment.** The parties hereto expressly intend that the easements granted herein shall be easements in gross, and as such, are transferable, assignable, inheritable, divisible and apportionable. Grantee has the right, within its sole discretion, to sell, assign, lease, convey, license or encumber any of its interest in the Easement Area. Any such sale, assignment, lease, license, conveyance or encumbrance shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto. An assignment of this Easement shall be effective upon Grantee sending written notice thereof to Grantor at Grantor's mailing address stated above and shall relieve Grantee from any further liability or obligation accruing hereunder on or after the date of the assignment.

25. **Partial Invalidity.** If any term of this Easement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Easement, which shall continue in full force and effect.

26. **Successors and Assigns.** The terms of this Easement shall constitute a covenant running with the Grantor's Property for the benefit of the Grantee and its successors and assigns and shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto and upon each person having any interest therein derived through any owner thereof. Any sale, mortgage, lease or other conveyance of Grantor's Property shall be under and subject to this Easement and Grantee's rights hereunder.

27. **Construction of Easement.** The captions preceding the Sections of this Easement are intended only for convenience of reference and in no way define, limit or describe the scope of this Easement or the intent of any provision hereof. Whenever the singular is used, the same shall include the plural and vice versa and words of any gender shall include the other gender. As used herein, "including" shall mean "including, without limitation."

IN WITNESS WHEREOF, Grantor and Grantee, having read the foregoing and intending to be legally bound hereby, have executed this Grant of Easement and Rights-of-Way as of the day and year first written above.

GRANTOR:**WITNESS:**

CROWN CASTLE GT COMPANY LLC, a
Delaware limited liability company

Wendy R. Smith
Witness

Print Name: Wendy R. Smith

[Signature]
Witness

Print Name: MICHAEL ROCKWELL

By: [Signature]
Name: Jerry Vogl
Title: Area President-Florida/Puerto Rico

GRANTEE:**WITNESS:**

CROWN COMMUNICATION INC., a Delaware
corporation d/b/a Crown Comm., Inc. in the State of
Florida

Wendy R. Smith
Witness

Print Name: Wendy R. Smith

[Signature]
Witness

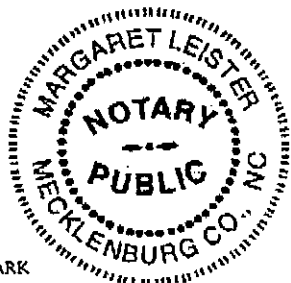
Print Name: MICHAEL ROCKWELL

By: [Signature]
Name: Jerry Vogl
Title: Area President-Florida/Puerto Rico

State of NORTH CAROLINA

County of MECKLENBURG

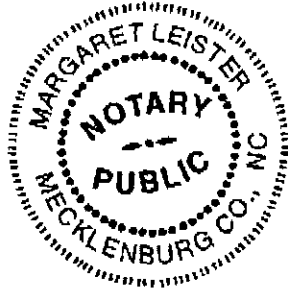
The foregoing instrument was acknowledged before me this 15th day of April, 2005, by Jerry Vogl as the Area President-Florida/Puerto Rico of CROWN CASTLE GT COMPANY LLC, a Delaware limited liability company. He/She is personally known to me or has produced a _____ as identification.



Margaret Leister
Notary Public, State of ~~Florida~~ NORTH CAROLINA
My Commission Expires: May 17, 2005

State of NORTH CAROLINACounty of MECKLENBURG

The foregoing instrument was acknowledged before me this 15th day of APRIL, 2005, by Jerry Vogl as the Area President ~~Florida~~ Puerto Rico of CROWN COMMUNICATION INC., a Delaware corporation d/b/a Crown Comm., Inc. in the State of Florida, on behalf of said corporation. He/She is personally known to me or has produced a _____ as identification.



Margaret Leister
Notary Public, State of ~~Florida~~ NORTH CAROLINA
My Commission Expires: May 17, 2005

EXHIBIT "A"
TO GRANT OF EASEMENT AND RIGHTS-OF-WAY

GRANTOR'S DEED:

[Description of Grantor's Property]

See Attached deed

Exhibit "A"

INSTR # 2001248375
OR BK 10978 PG 1444

RECORDED 08/02/2001 05:00 PM
 RICHARD AKE CLERK OF COURT
 HILLSBOROUGH COUNTY
 DOC TAX PD(F.S.201.02) 1,045.80
 DEPUTY CLERK S Spencer

**THIS INSTRUMENT PREPARED BY
 AND UPON RECORDING RETURN
 TO:**

Robert D. Ward, Esq.
 Downs Rachlin & Martin PLLC
 90 Prospect Street
 PO Box 99
 St. Johnsbury, VT 05819-0099

First American Title

SPECIAL WARRANTY DEED

THIS INDENTURE, made as of January 31, 2000, between **GTE WIRELESS OF THE SOUTH INCORPORATED**, a Virginia corporation(successor in interest by merger to GTE Mobilnet of Tampa Incorporated), having its principal place of business at c/o GTE Wireless Incorporated, One GTE Place, Alpharetta, GA 30004 (herein called "Grantor"), and **CROWN CASTLE GT COMPANY LLC**, a Delaware limited liability company, whose address is c/o Crown Castle International Corp., 510 Bering, Suite 500, Houston, Texas 77507, and whose Federal Tax Identification Number is 76-0627250 (herein called "Grantee").

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the successors and assigns of corporations, and other entities).

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other valuable consideration to the Grantor in hand paid by Grantee, the receipt and sufficiency whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, it successors and assigns, all that certain land situate in Hillsborough County, Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

Exhibit "A"

~~OR BK 10978 PG 1445~~

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in manner and form sufficient to bind it as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Kathryn Wellman

Witness

Printed Name: Kathryn Wellman

Karica Williams

Witness

Printed Name: Karica Williams

GTE WIRELESS OF THE SOUTH
INCORPORATED, a Virginia
corporation (successor in interest by merger
to GTE Mobilnet of Tampa Incorporated)

By:

Jody A. Ruth
Name: Jody A. Ruth
Title: Vice President - Finance and Planning

Attest:

Dale S. Voyles
Name: Dale S. Voyles - Assistant Secretary
Title: _____

(CORPORATE SEAL)

ACKNOWLEDGMENT

STATE OF Georgia
COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 29th day of January, 2000, by Jody A. Ruth and Dale S. Voyles the Vice President - Finance and Planning and Assistant Secretary, respectively, of GTE WIRELESS OF THE SOUTH INCORPORATED, a Virginia corporation, on behalf of the corporation and partnership. He/She is personally known to me or has produced _____ as identification.

Katherine C. Lingle
Notary Public

Printed Name: Katherine C. Lingle

My Commission Expires: _____

(NOTARY SEAL)

~~OR BK 10978 PG 1446~~

EXHIBIT "A"
(FL0286 - Citrus Park)

Parcel 1:

The South 235.36 feet of the East 170.02 feet of Tract 9, LESS the West 15 feet together with the West one-half of adjoining 30 feet Right of Way on the East side of Tract 9 now vacated, all lying in the NE 1/4 of Section 35, Township 27 South, Range 17 East, KEYSTONE PARK COLONY SUBDIVISION, according to map or plat thereof as recorded in Plat Book 5, Page 55, of the Public Records of Hillsborough County, Florida, TOGETHER WITH an easement for Ingress and Egress over the Westerly 15 feet of the following described parcel:

The East 170.02 feet of Tract 9, Together with the West one-half of adjoining 30 feet of right-of-way on the East side of said Tract 9 as now vacated and LESS the West 15 feet thereof and Less the South 235.36 feet thereof, all lying in the NE 1/4 of Section 35, Township 27 South, Range 17 East of KEYSTONE PARK COLONY SUBDIVISION, according to map or plat thereof as recorded in Plat Book 5, Page 55, of the Public Records of Hillsborough County, Florida.

Parcel 2:

The East 170.02 feet of Tract 9, together with the West one-half of adjoining 30 feet of right-of-way on the East side of said Tract 9 as now vacated, less the West 15 feet thereof and Less the South 235.36 feet thereof, all lying in the NE 1/4 of Section 35, Township 27 South, Range 17 East of KEYSTONE PARK COLONY SUBDIVISION, according to map or plat thereof as recorded in Plat Book 5, Page 55 of the Public Records of Hillsborough County, Florida.

Also known as Parcel Nos. 2770.04 and 2770.0450.

EXHIBIT "B"
TO GRANT OF EASEMENT AND RIGHTS-OF-WAY

SURVEY OF EASEMENT AREA, INCLUDING ACCESS EASEMENT AND UTILITY
EASEMENT:

See Attached

Exhibit "B"

BOUNDARY SURVEY

20 foot wide Easement for Ingress and Egress over existing 12 foot wide Earth Road

DESCRIPTION:

Commencing at the W.E. Corner of the S.E. 1/4 of the N.E. 1/4 of Section 35, Township 17 South, Range 17 East, run thence S 00° 02' 32" W, along the East Boundary of said Section 35 for 15 feet, to the N.E. corner of the East 170.02 feet of Tract 9, thence N 89° 22' 11" W, along the North Boundary of said East 170.02 feet of Tract 9, also being the South line of Horse Pond Road for 78.00 feet, for a Point of Beginning, being the N.E. corner of said easement. Thence from this Point of Beginning run the following courses:
S 14° 01' 40" E, 34.00 feet; thence S 04° 31' 00" W, 50.00 feet; thence S 10° 37' 00" W, 30.00 feet; thence S 31° 40' 00" W, 95.24 feet; thence S 00° 01' 27" W, 10.00 feet; thence S 57° 38' 10" E, 41.18 feet to a point on the North line of the Compound; thence along said North line N 89° 22' 11" W, 15.00 feet to Northwest corner of the Compound, thence S 00° 01' 27" W, along the West line of said Compound for 17 feet; thence leaving said Compound N 55° 35' 14" W, for 11.74 feet; thence N 00° 01' 27" E, for 50.00 feet; thence N 31° 40' 00" W, 98.82 feet; thence N 18° 36' 55" E, 49.24 feet; thence N 04° 31' 22" E, 44.26 feet; thence N 14° 01' 17" W, 55.96 feet to a point on said North Boundary of said East 170.02 feet of said Tract 9, also being the South line of Horse Pond Road; thence S 89° 22' 11" E, along the North Boundary of said East 170.02 feet of said Tract 9 for 10.47 feet; to the Point of Beginning.

COMPOUND AREA DESCRIPTION:

The East 120 feet of the North 400 feet, LESS the North 285.00 feet, of the East 170.02 feet of Tract 9, KEYSTONE PARK COLONY SUBDIVISION, according to map or plat thereof as recorded in Plat Book 5 Page 55 of the Public Records of Hillsborough County, Florida.

INGRESS AND EGRESS EASEMENT DESCRIPTION:

The West 20 feet of the East 25 feet of the North 285.00 feet of the East 170.02 feet of Tract 9, of KEYSTONE PARK COLONY SUBDIVISION, according to map or plat thereof as recorded in Plat Book 5 Page 55 of the Public Records of Hillsborough County, Florida

POWER LINE EASEMENT DESCRIPTION:

Commencing at the W.E. Corner of the S.E. 1/4 of the N.E. 1/4 of Section 35, Township 17 South, Range 17 East, run thence S 80° 02' 32" W, along the East boundary of said Section 35 for 15.00 feet to the N.E. corner of the East 170.02 feet of Tract 9, thence N 89° 22' 11" W, along the North Boundary of said East 170.02 feet of Tract 9, also being the South line of Horse Pond Road for 170.00 feet to the N.W. Corner of the East 170.02 feet of Tract 9, thence S 00° 01' 27" W, along the West Boundary of said East 170.00 feet of Tract 9, for 200.00 feet for a Point of Beginning. Thence from this Point of Beginning continue S 00° 01' 27" W, along the West Boundary of said East 170.02 feet of Tract 9 for 23.72 feet; thence S 39° 11' 11" E, for 78.75 feet to a point being the N.W. Corner of the Compound; thence S 89° 22' 11" E, along the North Boundary of the Compound for 19.51 feet; thence N 39° 12' 11" W, along the Northwest Boundary of said Power Line Easement 110.88 feet to the Point of Beginning.

PART OF TRACT 9

KEYSTONE PARK COLONY SUBDIVISION

07/83

N80°01'27"E 629.30' F

Power Line Easement

15' Ingress and Egress Easement

15' Earth Road

5' Proposed Easement

20' Proposed Easement

20' Proposed Easement

20' Proposed Easement

20' Proposed Easement

20' Proposed Easement

20' Proposed Easement

20' Proposed Easement

20' Proposed Easement

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20' Proposed Easement

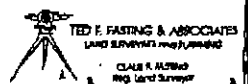
20' Proposed Easement

20' Proposed Easement

20' Proposed Easement

20' Proposed Easement

20' Proposed Easement



CLAUDE A. FASTINGS
Reg. Land Surveyor

1997 Encroachment Ordinance, Dunedin, Florida, 2000

11A

CUMBERLAND MANORS

N89°07'38"W 170.02' dead
PHASE 2 68' 169.78' F

EXHIBIT "C"
TO GRANT OF EASEMENT AND RIGHTS-OF-WAY

LEGAL DESCRIPTION OF EASEMENT AREA INCLUDING ACCESS EASEMENT

See Attached legals

~~EXHIBIT~~

20 foot wide Easement for Ingress and Egress
over existing 12 foot wide Earth Road

DESCRIPTION:

Commencing at the N.E. Corner of the S.E. 1/4 of the N.E. 1/4 of Section 35, Township 27 South, Range 17 East, run thence S 00° 02' 52" W, along the East Boundary of said Section 35 for 15 feet, to the N.E. corner of the East 170.02 feet of Tract 9, thence N 89° 22' 11" W, along the North Boundary of said East 170.02 feet of Tract 9, also being the South line of Horse Pond Road for 78.00 feet, for a Point of Beginning, being the N.E. corner of said easement. Thence from this Point of Beginning run the following courses, S 14° 02' 00" E, 54.00 feet; thence S 04° 32' 00" W, 50.00 feet; thence S 18° 37' 00" W, 50.00 feet; thence S 31° 40' 00" W, 95.24 feet; thence S 00° 01' 27" W, 30.00 feet; thence S 57° 38' 10" E, 42.18 feet to a point on the North line of the Compound; thence along said North line N 89° 22' 11" W, 15.00 feet to Northwest corner of the Compound, thence S 00° 01' 27" W, along the West line of said Compound for 17 feet; thence leaving said Compound N 55° 35' 14" W, for 43.70 feet; thence N 00° 01' 27" E, for 50.00 feet; thence N 31° 40' 00" E, 98.62 feet; thence N 18° 36' 55" E, 45.24 feet; thence N 04° 31' 22" E, 44.26 feet; thence N 14° 01' 17" W, 55.96 feet to a point on said North Boundary of said East 170.02 feet of said Tract 9, also being the South line of Horse Pond Road; thence S 89° 22' 11" E, along the North Boundary of said East 170.02 feet of said Tract 9 for 20.67 feet; to the Point of Beginning.

EXHIBIT C

COMPOUND AREA DESCRIPTION:

The East 120 feet of the North 405 feet, LESS the North 285.00 feet, of the East 170.02 feet of Tract 9, KEYSTONE PARK COLONY SUBDIVISION, according to map or plat thereof as recorded in Plat Book 5 Page 55 of the Public Records of Hillsborough County, Florida.

INGRESS AND EGRESS EASEMENT DESCRIPTION:

The West 20 feet of the East 25 feet of the North 285.00 feet of the East 170.02 feet of Tract 9, of KEYSTONE PARK COLONY SUBDIVISION, according to map or plat thereof as recorded in Plat Book 5 Page 55 of the Public Records of Hillsborough County, Florida

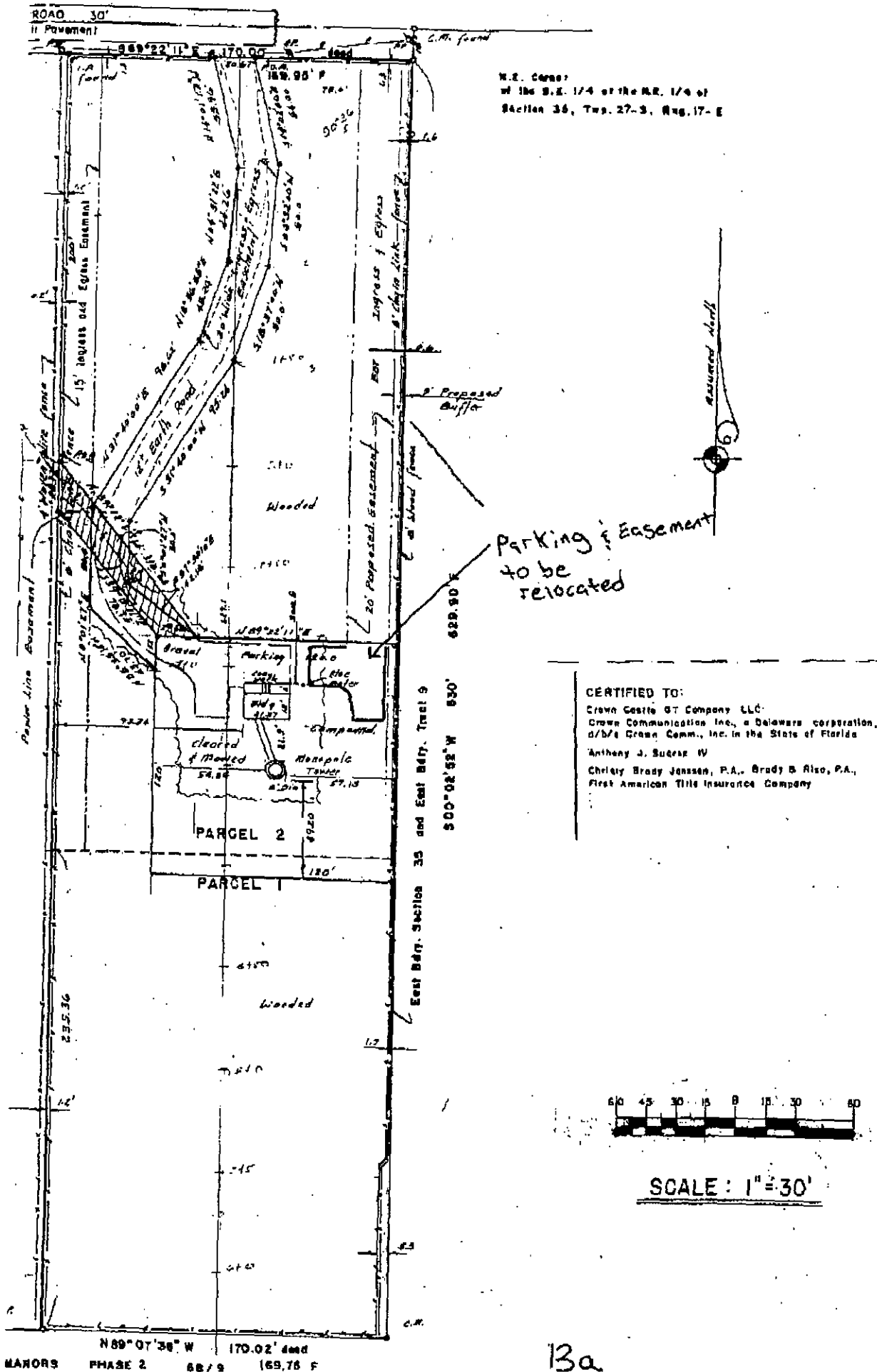
POWER LINE EASEMENT DESCRIPTION:

Commencing at the N.E. Corner of the S.E. 1/4 of the N.E. 1/4 of Section 35, Township 27 South, Range 17 East, run thence S 00° 02' 52" W, along the East boundary of said Section 35 for 15.00 feet to the N.E. Corner of the East 170.02 feet of Tract 9, thence N 89° 22' 11" W, along the North Boundary of said East 170.02 feet of Tract 9, also being the South line of Horse Pond Road for 170.00 feet to the N.W. Corner of the East 170.02 feet of Tract 9, thence S 00° 01' 27" W, along the West Boundary of said East 170.00 feet of Tract 9, for 200.00 feet for a Point of Beginning. Thence from this Point of Beginning continue S 00° 01' 27" W, along the West Boundary of said East 170.02 feet of Tract 9 for 23.72 feet; thence S 39° 12' 11" E, for 78.75 feet to a point being the N.W. Corner of the Compound; thence S 89° 22' 11" E, along the North Boundary of the Compound for 19.53 feet; thence N 39° 12' 11" W, along the Northeast Boundary of said Power Line Easement 110.68 feet to the Point of Beginning.

EXHIBIT "D"
TO GRANT OF EASEMENT AND RIGHTS-OF-WAY

ROUGH SKETCH OF REVISED ACCESS EASEMENT INCLUDING REVISED PARKING
AREA:

See Attached Sketch



Prepared by and After
Recording Return to:

Christy Brady Janssen, P.A.
2406 N. Lakeside Drive
Lake Worth, FL 33460
561-588-7879

Parcel Identification No. U-35-27-17-ZZZ-000000-22800.0

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 29th day of June, 2005 between Crown Castle GT Company LLC, a Delaware limited liability company, whose address is 2000 Corporate Drive, Canonsburg, PA 15317, grantor*, and Anthony J. Suarez IV, a single man, whose address is 13014 N. Dale Mabry Road, #521, Tampa, FL 33618, grantee*,

Witneseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Hillsborough County, Florida, to-wit:

THE EAST 170 02 FEET OF TRACT 9, TOGETHER WITH THE WEST ONE-HALF OF ADJOINING 30 FEET OF RIGHT-OF-WAY ON THE EAST SIDE OF SAID TRACT 9 AS NOW VACATED, LESS THE WEST 15 FEET THEREOF AND LESS THE SOUTH 235.36 FEET THEREOF, ALL LYING IN THE NE 1/4 OF SECTION 35, TOWNSHIP 27 SOUTH, RANGE 17 EAST OF KEYSTONE PARK COLONY SUBDIVISION, ACCORDING TO MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 55 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

Subject to taxes for 2005 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any; and

Further subject to the rights of Crown Communication Inc., a Delaware corporation d/b/a/ Crown Comm., Inc. pursuant to the terms and conditions set forth in that certain Grant of Easement and Rights-of-Way executed on April 15, 2005 and recorded on May 23, 2005 in Official Records Book 15032, Page 1454, official records book of Hillsborough County, Florida.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Erin Schultz
Print Name: Erin Schultz

Adam Parsley
Print Name: Adam Parsley

Crown Castle GT Company LLC, a Delaware limited liability company

By: [Signature]
Name: Jerry Vogl
Title: Area President - Florida /
Puerto Rico

STATE OF NC :
COUNTY OF Meck : ss

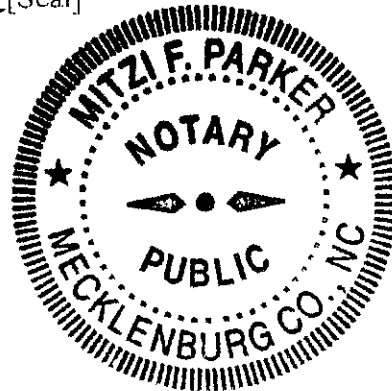
The foregoing instrument was acknowledged before me this 27 day of June, 2005, by Jerry Vogl, the Area Pres - FIA / PR of Crown Castle GT Company LLC, a Delaware limited liability company, on behalf of said limited liability company. She/He is personally known to me or has produced _____ as identification.

Mitzi F. Parker
Signature of Notary Public

Mitzi F. Parker
Printed Name of Notary Public:

My Commission Expires: 3-6-08

[Seal]



INSTR # 2001248375

OR BK 10978 PG 1444

RECORDED 08/02/2001 05:00 PM
RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
DOC TAX PD(F.S.201.02) 1,045.80
DEPUTY CLERK S Spencer

THIS INSTRUMENT PREPARED BY
AND UPON RECORDING RETURN
TO:

Robert D. Ward, Esq.
Downs Rachlin & Martin PLLC
90 Prospect Street
PO Box 99
St. Johnsbury, VT 05819-0099

First American Title

SPECIAL WARRANTY DEED

THIS INDENTURE, made as of January 31, 2000, between **GTE WIRELESS OF THE SOUTH INCORPORATED**, a a Virginia corporation(successor in interest by merger to GTE Mobilnet of Tampa Incorporated), having its principal place of business at c/o GTE Wireless Incorporated, One GTE Place, Alpharetta, GA 30004 (herein called "Grantor"), and **CROWN CASTLE GT COMPANY LLC**, a Delaware limited liability company, whose address is c/o Crown Castle International Corp., 510 Bering, Suite 500, Houston, Texas 77507, and whose Federal Tax Identification Number is 76-0627250 (herein called "Grantee").

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the successors and assigns of corporations, and other entities).

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other valuable consideration to the Grantor in hand paid by Grantee, the receipt and sufficiency whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, it successors and assigns, all that certain land situate in Hillsborough County, Florida, to wit:

SEE **EXHIBIT "A"** ATTACHED HERETO AND MADE A PART HEREOF.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in manner and form sufficient to bind it as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Kathryn Wellman
Witness

Printed Name: Kathryn Wellman

Kendra Williams
Witness

Printed Name: Kendra Williams

**GTE WIRELESS OF THE SOUTH
INCORPORATED**, a Virginia
corporation(successor in interest by merger
to GTE Mobilnet of Tampa Incorporated)

By: Jody A. Ruth
Name: Jody A. Ruth
Title: Vice President - Finance and Planning

Attest: Dale S. Voyles
Name: Dale S. Voyles - Assistant Secretary
Title: _____

(CORPORATE SEAL)

ACKNOWLEDGMENT

STATE OF Georgia
COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 29th day of January, 2000, by Jody A. Ruth and Dale S. Voyles, the VP - Finance and Planning and Secretary, respectively, of GTE WIRELESS OF THE SOUTH INCORPORATED, a Virginia corporation, on behalf of the corporation and partnership. He/She is personally known to me or has produced _____ as identification.

Katherine C. Lingle
Notary Public
Printed Name: Katherine C. Lingle
My Commission Expires: _____

(NOTARY SEAL)

EXHIBIT "A"
(FL0286 - Citrus Park)

Parcel 1:

The South 235.36 feet of the East 170.02 feet of Tract 9, LESS the West 15 feet together with the West one-half of adjoining 30 feet Right of Way on the East side of Tract 9 now vacated, all lying in the NE 1/4 of Section 35, Township 27 South, Range 17 East, KEYSTONE PARK COLONY SUBDIVISION, according to map or plat thereof as recorded in Plat Book 5, Page 55, of the Public Records of Hillsborough County, Florida, TOGETHER WITH an easement for Ingress and Egress over the Westerly 15 feet of the following described parcel:

The East 170.02 feet of Tract 9, Together with the West one-half of adjoining 30 feet of right-of-way on the East side of said Tract 9 as now vacated and LESS the West 15 feet thereof and Less the South 235.36 feet thereof, all lying in the NE 1/4 of Section 35, Township 27 South, Range 17 East of KEYSTONE PARK COLONY SUBDIVISION, according to map or plat thereof as recorded in Plat Book 5, Page 55, of the Public Records of Hillsborough County, Florida.

Parcel 2:

The East 170.02 feet of Tract 9, together with the West one-half of adjoining 30 feet of right-of-way on the East side of said Tract 9 as now vacated, less the West 15 feet thereof and Less the South 235.36 feet thereof, all lying in the NE 1/4 of Section 35, Township 27 South, Range 17 East of KEYSTONE PARK COLONY SUBDIVISION, according to map or plat thereof as recorded in Plat Book 5, Page 55 of the Public Records of Hillsborough County, Florida.

Also known as Parcel Nos. 2770.04 and 2770.0450.